

**THE COMPANIES ACT 2006**

---

**PRIVATE COMPANY LIMITED BY GUARANTEE**

---

**ARTICLES OF ASSOCIATION**

**- of -**

**OLD COLLEGE LAWN TENNIS & CROQUET CLUB LIMITED**

## Table of Contents

Clause	Heading	Page No.
1.	Defined Terms .....	2
2.	Objects .....	3
3.	Powers .....	4
4.	Liability of Voting Members .....	5
5.	Directors' General Authority .....	5
6.	Directors May Delegate.....	5
7.	Directors to Take Decisions Collectively .....	6
8.	Meetings of the Board .....	6
9.	Board Quorum .....	6
10.	Chairing of Meetings of the Board .....	7
11.	Conflicts of Interest .....	7
12.	Records of Decisions to be Kept .....	7
13.	Club Rules .....	7
14.	Method of Appointing Directors .....	8
15.	Termination of Director's Appointment .....	8
16.	Directors' Remuneration .....	9
17.	President and Vice President .....	9
18.	Applications for Membership.....	9
19.	Termination of Membership .....	9
20.	Annual General Meetings.....	10
21.	Attendance at General Meetings.....	10
22.	Quorum for General Meetings.....	10
23.	Chairing of General Meetings .....	11
24.	Attendance and Speaking by Non-Members .....	11
25.	Adjournment.....	11
26.	Voting: General .....	12
27.	Errors and Disputes .....	12
28.	Poll Votes .....	12
29.	Content of Proxy Notices .....	13
30.	Delivery of Proxy Notices .....	13
31.	Amendments to Resolutions .....	13
32.	Means of Communication to be Used .....	14
33.	No Right to Inspect Accounts and Other Records.....	14
34.	Directors' Indemnity.....	14
35.	Directors' Insurance .....	15
36.	Dissolution.....	15

**THE COMPANIES ACT 2006**

---

**PRIVATE COMPANY LIMITED BY GUARANTEE**

---

**ARTICLES OF ASSOCIATION**

**- of -**

**OLD COLLEGE LAWN TENNIS & CROQUET CLUB LIMITED**

---

**PART 1**

**DETAILS, INTERPRETATION AND LIMITATION OF LIABILITY**

**1. Defined Terms**

1.1 In these Articles, unless the context requires otherwise:

**2006 Act** means the Companies Act 2006 as modified by statute or re-enacted from time to time.

**Articles** means these articles of association, as may be amended from time to time.

**Board** means the board of directors of the Club established from time to time in accordance with these Articles, the members of the Board are the directors of the Club for the purposes of the 2006 Act.

**CASC** means a community amateur sports club under Part 13 Chapter 9 Corporation Tax Act 2010.

**Club Chair** means the person holding from time to time the position of Chair of the Club.

**Club** means the above named company.

**director** means a director of the Club, and includes any person occupying the position of director, by whatever name called.

**document** includes, unless otherwise specified, any document sent or supplied in electronic form.

**electronic form** has the meaning given in section 1168 of the 2006 Act.

**Executive Secretary** means the secretary of the Club appointed from time to time, and that person shall be company secretary.

**Game** means the game of tennis or croquet (or both) as the context requires.

**general meeting** means the annual general meeting or other general meeting of the Club.

**LTA** means Lawn Tennis Association Limited (the governing body of tennis within Great Britain, the Channel Islands and the Isle of Man), a private company limited by guarantee

with registered number 07459469 and whose registered address is The National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JQ and its subsidiaries or such successor entity or entities as become(s) the governing body of the game of tennis within Great Britain, the Channel Islands and the Isle of Man from time to time.

**Member** means the persons admitted from time to time to the membership of the Club in accordance with Article 18.

**Non-Voting Members** means all Members of the Club other than the Voting Members and Non-Voting Members shall not be members for the purposes of the 2006 Act.

**Objects** has the meaning given in Article 2.

**ordinary resolution** has the meaning given in section 282 of the 2006 Act.

**Powers** has the meaning given in Article 3.

**proxy notice** has the meaning given in Article 29.

**SLTA** means the Surrey County Lawn Tennis Association.

**special resolution** has the meaning given in section 283 of the 2006 Act.

**Voting Members** means all Members who, under these Articles, are entitled to receive notice of, attend and vote at general meetings, and those Members are members of the Club for the purposes of the 2006 Act.

**writing** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the 2006 Act.

1.3 Words importing the singular number shall include the plural number and vice versa. Words importing the masculine gender only shall include the feminine gender. Words importing persons shall include corporations.

1.4 For the purposes of section 20 of the 2006 Act, the relevant model articles shall be deemed to have been excluded fully and replaced with the provisions of these Articles.

## **2. Objects**

2.1 The objects for which the Club is established (**Objects**) are:

2.1.1 to acquire and undertake all properties and liabilities and to carry out the powers, obligations, duties and general objects of the present unincorporated association known as Old College Lawn Tennis & Croquet Club and to indemnify Old College Lawn Tennis & Croquet Club, its officers, trustees, and members against all costs, claims, demands, actions and proceedings relating to the assets and undertaking of Old College Lawn Tennis & Croquet Club and in respect of all liabilities, obligations and commitments (whether legally binding or not) of Old College Lawn Tennis & Croquet Club and also in respect of the costs and expenses and outgoings from or attributable to the transfer of assets and undertaking;

- 2.1.2 principally to provide facilities for and generally to promote, encourage and facilitate the playing of tennis and croquet in Dulwich and surrounding areas and amongst the community;
- 2.1.3 to provide and maintain Club premises at Gallery Road, Dulwich, London for the use of its members, without discrimination;
- 2.1.4 to provide other ordinary benefits of an amateur sports club as set out in Part 13 Chapter 9 Corporation Tax Act 2010;
- 2.1.5 to obtain funding for the activities of the Club by collecting entrance fees, membership subscriptions, match fees and by obtaining sponsorship and other available funding;
- 2.1.6 to promote the games of tennis and croquet within the Club;
- 2.1.7 to sell or supply food and/or drink and provide other activities as a social adjunct to the sporting purposes of the Club;
- 2.1.8 to acquire, establish, own, operate and turn to account in any way for the members' benefit the tennis court and croquet green facilities of the Club together with buildings and easements, fixtures and fittings and accessories as shall be thought advisable;
- 2.1.9 to make donations or offer support to lawn tennis clubs and to croquet clubs which are charities or community amateur sports clubs; and
- 2.1.10 to do all such other things as the Board thinks fit to further the interests of the Club or to be incidental or conducive to the attainment of all or any of the above objects.

### **3. Powers**

- 3.1 The Club shall have the powers to do all such lawful things as are consistent with the furtherance of its Objects (**Powers**).
- 3.2 The income and property of the Club shall be applied solely towards the promotion of the Objects. No portion of the income or property shall be paid or transferred directly or indirectly, by way of distribution, to Members or third parties other than other registered CASCs or charities.
- 3.3 No Member shall be paid a salary, bonus, fee or other remuneration for playing for the Club.
- 3.4 The Board may not borrow on behalf of the Club without the sanction of a general meeting for the proposed borrowing.
- 3.5 Nothing in Article 3.2 shall prevent the payment in good faith by the Club:
  - 3.5.1 to any director or other Member of reasonable and proper out-of-pocket expenses incurred in the exercise of their powers and the discharge of his responsibilities in relation to the Club;
  - 3.5.2 to a Member for the supply by that person to the Club of goods or services or for that person's employment by the Club, provided that such arrangements are approved by the Board (without the Member, if a director, being present) and are agreed with the Member on an arm's length basis;

3.5.3 of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of any director or Member in relation to the Club.

#### **4. Liability of Voting Members**

4.1 The liability of each Voting Member is limited to £1, being the amount that each Voting Member undertakes to contribute to the assets of the Club in the event of it being wound up while that person is a Member or within one year after that person ceases to be a Member, for any of the items set out in Article 4.2.

4.2 The items for which the Voting Members undertake to contribute are:

4.2.1 payment of the Club's debts and liabilities contracted before that person ceases to be a Member;

4.2.2 payment of the costs, charges and expenses of winding up; and

4.2.3 adjustment of the rights of the contributories among themselves.

## **PART 2 DIRECTORS**

### **DIRECTORS' POWERS AND RESPONSIBILITIES**

#### **5. Directors' General Authority**

5.1 Subject to these Articles and the 2006 Act, the Board is responsible for the management of the Club's business, for which purpose it may exercise all the Powers of the Club.

5.2 No decision made by the Club in general meeting pursuant to Article 36 (Dissolution) shall invalidate any prior act of the Board which would have been valid if such decision had not been made.

#### **6. Directors May Delegate**

6.1 Subject to these Articles, the Board may delegate any of the powers which are conferred on it under these Articles:

6.1.1 to such person or committee;

6.1.2 by such means (including by power of attorney);

6.1.3 to such an extent;

6.1.4 in relation to such matters; and

6.1.5 on such terms and conditions;

as it thinks fit.

6.2 If the Board specifies, any delegation may authorise further delegation of those powers.

6.3 The Board may revoke any delegation in whole or part, or alter its terms and conditions.

## **DECISION-MAKING BY DIRECTORS**

### **7. Directors to Take Decisions Collectively**

- 7.1 Any decision of the Board shall be made by a simple majority and in the event of an equality of votes the Club Chair (or the acting chair of that meeting) shall have a casting or additional vote.

### **8. Meetings of the Board**

- 8.1 The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit

- 8.2 Any director may call a meeting of the Board by giving notice of the meeting to the directors or by directing the Executive Secretary to give such notice.

- 8.3 Notice of any meeting of the Board must indicate:

- 8.3.1 its proposed date and time;

- 8.3.2 where it is to take place; and

- 8.3.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

- 8.4 Notice of a meeting of the Board must be given to each director, but need not be in writing. A director who is absent from Great Britain shall be entitled to notice of a meeting if he has provided a valid email address.

- 8.5 Subject to these Articles, directors participate in a meeting of the Board, or part of a meeting of the Board, when:

- 8.5.1 the meeting has been called and takes place in accordance with these Articles, and

- 8.5.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

- 8.6 In determining whether directors are participating in a meeting of the Board, it is irrelevant where any director is or how they communicate with each other.

- 8.7 If all the directors participating in a meeting of the Board are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is located

### **9. Board Quorum**

- 9.1 The quorum for meetings of the Board shall be 7.

- 9.2 Subject to Article 9.3 the Board may act notwithstanding any vacancy in their body.

- 9.3 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision –

(a) to appoint further directors, or

(b) to call a general meeting so as to enable the members to appoint further directors.

## **10. Chairing of Meetings of the Board**

- 10.1 The Club Chair shall be chair of the Board. Unless he is unwilling to do so, the Club Chair shall preside as chair at all meetings of the Board at which he is present.
- 10.2 If at any meeting the Club Chair is not present within 15 minutes after the time appointed for holding the meeting or he is not willing to preside, the directors present shall choose one of their number to chair the meeting. The person so appointed for the time being is to be treated as the chair for the purposes of these Articles.

## **11. Conflicts of Interest**

- 11.1 Subject to Article 11.2, if a proposed decision of the Board is concerned with an actual or proposed transaction or arrangement with the Club in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 11.2 The prohibition under Article 11.1 shall not apply when:
  - 11.2.1 the Board approves the director counting towards the quorum and voting on the transaction or arrangement notwithstanding such interest in accordance with section 175 of the 2006 Act;
  - 11.2.2 the director need not declare an interest pursuant to section 177 or 182 of the 2006 Act; or
  - 11.2.3 the director's conflict of interest arises from a guarantee, security or indemnity given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Club.
- 11.3 Subject to Article 11.4, if a question arises at a meeting of the Board as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chair of the meeting whose ruling in relation to any director other than that chair is to be final and conclusive.
- 11.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chair of the meeting the question is to be decided by a decision of the directors at that meeting, for which purpose the chair of the meeting is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

## **12. Records of Decisions to be Kept**

- 12.1 The Board must ensure that the Club keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every decision taken by the Board and by the Club at general meeting.
- 12.2 Any such records, if purporting to be signed by the chair of such meeting, or by the chair of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
- 12.3 Any such records shall be made available to all directors.



### **13. Club Rules**

- 13.1 The Club shall adopt Club rules provided that nothing in those Club rules shall prejudice the Club's status as a CASC and provided that those Club rules are consistent with these Articles and the 2006 Act.

## **APPOINTMENT OF DIRECTORS**

### **14. Method of Appointing Directors**

- 14.1 Any Member who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director
- (a) by ordinary resolution, or
- (b) by a decision of the directors.
- 14.2 In any case where, as a result of death, the Club has no members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director.
- 14.3 Each director shall, subject to termination of office by resignation, removal or otherwise, remain in office until his reappointment or, if earlier, until the end of any agreed fixed term of appointment.
- 14.4 Each director must satisfy HMRC's fit and proper person test to be involved in the general control, management and administration of the Club and must declare that he is a fit and proper person prior to being appointed.
- 14.5 Any person accepting nomination as a director who has any financial interest or other conflict of interest in such appointment must, before accepting the nomination, state in writing to the Club all such interests. The Board has the right to veto such an appointment if, in its opinion, it is not in the best interests of the Club.
- 14.6 All acts carried out in good faith at any meeting of the Board, or by any person acting as a director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person, be as valid as if every such person had been duly appointed or had duly continued in office.

### **15. Termination of Director's Appointment**

- 15.1 A person ceases to be a director as soon as:
- 15.1.1 that person ceases to be a director by virtue of any provision of the 2006 Act or is prohibited from being a director by law;
- 15.1.2 notification is received by the Club from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.
- 15.1.3 that person is suspended from holding office or from taking part in any activity relating to the administration or management of the Club by a decision of the SLTA or the LTA;
- 15.1.4 that person is requested to resign by not less than two-thirds of the other Board members acting together;

- 15.1.5 a bankruptcy order is made against that person;
- 15.1.6 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 15.1.7 a registered medical practitioner who is treating that person gives a written opinion to the Club stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 15.1.8 a resolution for that person's resignation is passed at a general meeting;
- 15.1.9 that person ceases to be a Member.

## **16. Directors' Remuneration**

- 16.1 Subject to the provisions of the 2006 Act, and to Article 16.2, the Board may enter into an agreement or arrangement with any director for that person's employment by the Club or for the provision by that person of any services outside the scope of the ordinary duties of a director.
- 16.2 Subject to these Articles, a director's remuneration may take any form and include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director provided that such remuneration does not exceed the general market rate for persons providing comparable services.

## **PART 3 APPOINTMENTS AND ELECTED POSITIONS**

### **17. President and Vice President**

- 17.1 The Board may from time to time appoint a Club President or a Club Vice President.
- 17.2 The positions of Club President and Club Vice President are honorary positions.

## **BECOMING AND CEASING TO BE A MEMBER**

### **18. Applications for Membership**

- 18.1 The subscribers to the Memorandum of Association of the Club and such other persons as are admitted to membership in accordance with these Articles, shall be the Members.
- 18.2 No person shall become a Member unless that person has completed an application for membership in a form approved by the Board and that application is approved.
- 18.3 Persons below the age of 18 are eligible to become Junior Members without the right to hold office or vote at general meetings.
- 18.4 All Members other than Junior Members, Social Members and Temporary Members shall be entitled to receive notice of, attend and vote at general meetings.

### **19. Termination of Membership**

- 19.1 The Board may terminate the membership of any person

- 19.2 Membership shall not be transferable in any event and shall cease immediately on death of the Member.
- 19.3 A Member may withdraw from membership of the Club on 14 days' notice to the Club.
- 19.4 Membership shall cease immediately on dissolution of the Club.

## **ORGANISATION OF GENERAL MEETINGS**

### **20. Annual General Meetings**

- 20.1 Subject to Article 20.2, the Club shall hold a general meeting in every calendar year as its annual general meeting at such time and place as may be determined by the Board.
- 20.2 The first annual general meeting of the Club need not be held in the calendar year of its incorporation.
- 20.3 Notice of any resolution proposed to be moved at the annual general meeting shall be given in writing to the Executive Secretary not less than 28 days before the meeting. A resolution may be proposed by the Board or by any group of not less than 5 per cent of Voting Members.
- 20.4 The Executive Secretary shall give notice to each Voting Member of the date, time and place of the general meeting together with the resolutions to be proposed at least 21 days before the meeting in the case of the annual general meeting and at least 14 days before the meeting in the case of an extraordinary general meeting.
- 20.5 The accidental failure to give notice to any person entitled to notice, or the accidental omission of any such details in any notice, shall not invalidate the proceedings at the meeting.
- 20.6 An extraordinary general meeting may be called at any time by the Board and shall be called within 21 days of receipt by the Executive Secretary of a requisition in writing signed by no fewer than 5 per cent of Voting Members stating the purposes for which the meeting is required and the resolutions proposed.

### **21. Attendance at General Meetings**

- 21.1 A person is able to exercise the right to vote at a general meeting when:
- 21.1.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- 21.1.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 21.2 The Board may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

**22. Quorum for General Meetings**

22.1 No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

22.2 The quorum for general meetings shall be 20 Voting Members.

**23. Chairing of General Meetings**

23.1 The Club Chair shall preside at all meetings of the Club but if he is not present within 15 minutes after the time appointed for the meeting or has signified his inability to be present at the meeting, the Voting Members present may choose one of the other directors present to preside and if no other director is present or willing to preside the Voting Members present may choose one of their number to chair the meeting.

**24. Attendance and Speaking by Non-Members**

24.1 The chair of the meeting may permit other persons who are not Members to attend and speak at a general meeting.

**25. Adjournment**

25.1 If the persons attending a general meeting do not constitute a quorum within half an hour of the time at which the meeting was due to start, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it.

25.2 The chair of the meeting may adjourn a general meeting at which a quorum is present if:

25.2.1 the meeting consents to an adjournment, or

25.2.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

25.3 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.

25.4 When adjourning a general meeting, the chair of the meeting must:

25.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

25.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

25.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Club must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

25.5.1 to the same persons to whom notice of the Club's general meetings is required to be given, and

25.5.2 containing the same information which such notice is required to contain.

25.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place provided that if

at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting not less than two Voting Members shall be a quorum.

## **VOTING AT GENERAL MEETINGS**

### **26. Voting: General**

- 26.1 Each Voting Member shall be entitled to receive notice of, attend general meetings and cast one vote.
- 26.2 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.

### **27. Errors and Disputes**

- 27.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 27.2 Any such objection must be referred to the chair of the meeting whose decision is final.

### **28. Poll Votes**

- 28.1 A poll on a resolution may be demanded:
  - 28.1.1 in advance of the general meeting where it is to be put to the vote, or
  - 28.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 28.2 A poll may be demanded by:
  - 28.2.1 the chair of the meeting;
  - 28.2.2 the Board; or
  - 28.2.3 by 5 or more Voting Members present in person or by proxy having the right to vote on the resolution or, if less, a person or persons representing not less than 5 per cent of the total voting rights of all the Members having the right to vote on the resolution.
- 28.3 A demand for a poll may be withdrawn if:
  - 28.3.1 the poll has not yet been taken, and
  - 28.3.2 the chair of the meeting consents to the withdrawal.
- 28.4 Polls shall be taken as the chair directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 28.5 A poll demanded on the election of a chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded

before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

- 28.6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least 7 days' notice shall be given specifying the time and place at which the poll is to be taken.

## **29. Content of Proxy Notices**

- 29.1 Proxies may only validly be appointed by a notice in writing (**proxy notice**) which:
- 29.1.1 states the name and address of the Member appointing the proxy;
  - 29.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
  - 29.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Board may determine; and
  - 29.1.4 is delivered to the Club in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
- 29.2 The Board may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 29.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 29.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 29.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - 29.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **30. Delivery of Proxy Notices**

- 30.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Club by or on behalf of that person.
- 30.2 .An appointment under a proxy notice may be revoked by delivering to the Club a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 30.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 30.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

**31. Amendments to Resolutions**

- 31.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
  - 31.1.1 notice of the proposed amendment is given to the Club in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine), and
  - 31.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 31.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
  - 31.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - 31.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 31.3 With the consent of the chair of the meeting, an amendment may be withdrawn by its proposer at any time before the resolution is voted upon.
- 31.4 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

**PART 4**

**ADMINISTRATIVE ARRANGEMENTS**

**32. Means of Communication to be Used**

- 32.1 Subject to these Articles, anything sent or supplied by or to the Club under these Articles may be sent or supplied in any way in which the 2006 Act provides for such documents or information to be sent or supplied by or to the Club.
- 32.2 Nothing required to be sent or supplied to the Club under these Articles shall be treated as validly sent or supplied to the Club unless sent or supplied to the Executive Secretary.
- 32.3 Subject to these Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by the Board may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 32.4 A director may agree with the Club that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

**33. No Right to Inspect Accounts and Other Records**

Except as provided by law or authorised by the Board or an ordinary resolution of the Club, no person is entitled to inspect any of the Club's accounting or other records or documents merely by virtue of being a Member.

## **DIRECTORS' INDEMNITY AND INSURANCE**

### **34. Directors' Indemnity**

34.1 Subject to Article 34.2, a relevant director of the Club may be indemnified out of the Club's assets against:

34.1.1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Club; and

34.1.2 any other liability incurred by that director as an officer of the Club.

34.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the 2006 Act or by any other provision of law.

34.3 In this Article:

34.3.1 a **relevant director** means any director or former director of the Club.

### **35. Directors' Insurance**

35.1 The Board may decide to purchase and maintain insurance, at the expense of the Club, for the benefit of any relevant director in respect of any relevant loss.

35.2 In this Article:

35.2.1 a **relevant director** means any director or former director of the Club;

35.2.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Club.

### **36. Dissolution**

If upon the winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Club, but shall be given or transferred to one or more of the following sporting or charitable bodies (i) the LTA for use in community related initiatives for the Game; (ii) another registered CASC for the Game; or (iii) a charitable organisation.